

**EXHIBIT “A”**



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February 14, 2019

**VIA EMAIL**

Kevin O'Halloran  
Chapter 11 Trustee for Estate of Island View Crossing II, L.P.  
[ED. Pa Bankruptcy No. 17-14454-ELF]  
c/o Aris J. Karalis, Esquire  
Karalis P.C.  
1900 Spruce Street  
Philadelphia, PA 19103

**RE: Engagement Letter**

Dear Kevin:

Thank you for engaging our firm to represent you as the Chapter 11 Trustee for the Estate of Island View Crossing, II, L.P. ("Debtor") with regard to the modification and revision of the Association Declaration and related development agreements for the Island View Crossing residential development in Bristol Borough, Bucks County, Pennsylvania. The estimate for this work is approximately \$5,000-\$7,000.

Please note that our firm has a pre-petition claim in the Bankruptcy proceeding. Our engagement on your behalf is conditioned upon our firm's ability to maintain its pre-petition claim in the Bankruptcy proceeding.

I have set forth below the terms of our firm's standard engagement letter in accordance with the Pennsylvania Rules of Professional Conduct. The terms are as follows:

1. **Basis of the Fee.** Fees will be based upon the time charges of all professionals (attorneys and paralegal assistants) which render services on your behalf. Each professional charges at an assigned hourly rate as described below.
2. **Costs.** You will be responsible for out-of-pocket costs and expenses incurred, such as photocopies, faxes and long distance telephone calls.
3. **Time Records.** Each professional maintains a daily record of the time expended, which includes the activities undertaken on your behalf, including consultations, correspondence, preparation of documents, appearances at closings, hearings and meetings and

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telephone calls. Time charges are recorded in units of one tenth (1/10th) of an hour. Our time records in your matter are available for your inspection at your request.

4. **Billing.** We will send you a monthly invoice reflecting your fees and costs to a given date. We may suspend our activity in any matter, where outstanding balances are more than thirty (30) days overdue, unless other arrangements for payment have been agreed to in writing.

5. **Input of Other Attorneys and Paralegals.** The most effective use of your primary attorney's time is to utilize, if available, the assistance of other attorneys and paralegals with experience in certain fields. At all times, however, you may communicate with either the attorney who has the primary responsibility of representing you in your matter, or with any attorney who has been assigned responsibility for a particular aspect of the case.

6. **Rate of the Fee.** Our present hourly fee rate schedule is from a low of One Hundred Seventy-Five Dollars (\$175.00) for a paralegal to a high of Four Hundred and Eighty-Five Dollars (\$485.00) for an attorney. From time to time, other attorneys or paralegals in this firm may be consulted where necessary based upon their expertise, and you will be charged for their time according to their billing rates. These rates are revised periodically, and may be changed at any time. My current hourly rate is Three Hundred and Seventy-Five Dollars (\$375.00). My partner, Simi Kaplin Baer, will be primarily responsible for your matter. Her current hourly rate is also Three Hundred and Seventy Dollars (\$370.00).

7. **Scope of Our Representation.** The scope of our representation will be to represent you as Chapter 11 Trustee with regard to the modification and revision of the Association Declaration and related development agreements for the Island View Crossing residential development.

8. **Payment.** All checks and remittances should be made payable to "Kaplin Stewart". Wiring instructions can be made available upon request.

Please countersign this letter where indicated below and return this letter to me at your earliest convenience in the enclosed business reply envelope.

Again, thank you for providing our firm with the opportunity to represent you as Chapter 11 Trustee for the Debtor.

Sincerely,  
  
Gregg I. Adelman

GIA:kds

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I have reviewed the terms of the above Engagement Letter, including the basis or rate for fees incurred as a result of such engagement as well as any disclosures made hereinabove, and agree to the terms set forth in the Engagement Letter.

Estate of Island View Crossing II, L.P.  
[ED. Pa Bankruptcy No. 17-14454-ELF]

Date: \_\_\_\_\_

By: Kevin O'Halloran  
Title: Chapter 11 Trustee